

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

H&R BLOCK TAX SERVICES LLC,

Plaintiff,

v.

WILLIAM THOMAS,

Defendant.

Case No. 18-cv-91

**PLAINTIFF'S MOTION FOR TEMPORARY
RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

Pursuant to Fed. R. Civ. P. 65, Plaintiff H&R Block Tax Services LLC (“H&R Block”), for the reasons set forth in its concurrently-filed Verified Complaint and Suggestions in Support of this Motion, respectfully requests that this Court enter an order temporarily restraining and enjoining Defendant William Thomas (“Thomas”), his officers, agents, servants, employees, attorneys, and all persons and entities in active concert or participation with him (including, without limitation, former employee DaShawn Praileau) as follows:

1. Ordering specific performance of Defendant’s contractual obligations to H&R Block, including but not limited to the Defendant’s Franchise License Agreement (the “FLA”) with H&R Block, attached as **Exhibit 1** to the Verified Complaint filed in this action.

2. Temporarily restraining and preliminarily enjoining Defendant, his officers, agents, servants, employees, and attorneys, and all other persons who are in active concert with him (including, without limitation, former employee DaShawn Praileau). from directly or

indirectly violating the terms of the parties' FLA, including without limitation the noncompetition, nonsolicitation, and other covenants set forth in Paragraph 12 of the FLA.

3. Temporarily restraining and preliminarily enjoining Thomas, his officers, agents, servants, employees, and attorneys, and all persons in active concert or participation with him (including, without limitation, former employee DaShawn Praileau), for a time period of two years (to include any appropriate period of tolling) from:

a. Directly or indirectly diverting from H&R Block or H&R Block franchisees, any person for whom tax return preparation or other Authorized Services (as defined by the FLA), were rendered at any time during the term of the FLA by Thomas or his franchise business; and

b. Directly or indirectly engaging in any business which offers any product or service the same as or similar to any Authorized Service (as defined by the FLA), including without limitation tax preparation services, in or within 25 miles of the Franchise Territory including at 2360 A.C. Powell Jr. Blvd., New York, NY, 10030; and

c. Directly or indirectly soliciting by mail, telephone, electronically, via the Internet, in person, or by other means, any person for whom tax return preparation or other Authorized Services (as defined by the FLA) were rendered at any time during the term of the FLA by Thomas or his franchise business.

4. Temporarily restraining and preliminarily and permanently enjoining Thomas, his officers, agents, servants, employees, and attorneys, and all persons in active concert or participation with him (including, without limitation, former employee DaShawn Praileau) from:

a. Directly or indirectly divulging and using information and knowledge concerning customers, the methods, promotion, advertising or any other systems or methods of operation of Block's business that he acquired by virtue of his operation under the FLA; and

b. Retaining or using any H&R Block property, including without limitation the client lists, files, tax returns, computer servers, and all other client data of the terminated franchise, and to immediately return all such purchased assets to H&R Block; and

c. Retaining or using any articles which display any of the Licensed Marks or the trade names, including signs or emblems of Block; and

d. Retaining or refusing to transfer the lease for the office at 2360 A.C. Powell Jr. Blvd., New York, NY, 10030 to H&R Block.

As explained in H&R Block's Suggestions in Support of this Motion and in the Verified Complaint, the requested relief is necessary and appropriately granted because H&R Block is likely to prevail in this action on the merits, has no adequate remedy at law, and will suffer irreparable injury if Defendant is not enjoined and restrained by this Court from violating and continuing to violate his contractual agreements with H&R Block.

DATED: February 2, 2018

Respectfully submitted,

BERKOWITZ OLIVER LLP

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***Attorneys for Plaintiff H&R Block Tax Services
LLC***

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of February 2018, the above and foregoing was filed on the Court's ECF system and will be provided to a certified Process Server with instructions to hand deliver copies to:

William Thomas
8661 Newborn Way
Douglasville, GA 30134

/s/ Anthony J. Durone
***Attorney for Plaintiff H&R Block Tax
Services LLC***